

WORKING AGREEMENT

between

THE IRON WORKERS UPSTATE LOCALS OF
NEW YORK AND VICINITY,
CONSISTING OF
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL,
AND REINFORCING IRON WORKERS LOCAL
UNION NOS. 33, 9, 440, 6, AND 12

AND

UPSTATE IRON WORKER EMPLOYERS
ASSOCIATION, INC.

Effective May 1, 2012
Expires April 30, 2015

ARTICLE 1. CRAFT JURISDICTION

The Unions claim for their members all work as outlined in the Constitution of the International Associa-

tion of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

ARTICLE 2. TERRITORY

The territories covered by this Agreement shall be the territorial jurisdictions of the Local Unions as outlined and attached in the geographical jurisdictions at the end of this Agreement.

ARTICLE 21. APPRENTICESHIP

The parties signatory hereto agree to maintain a Joint Apprenticeship Committee in accordance with the provisions of the Iron Workers Apprenticeship and Training Standards, as contained in Section 1, Article 23 of the International Constitution. Said Committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards. The Local Unions' Education and Training Funds shall be responsible for the total financial support of the Apprenticeship Programs. The following shall/or may be required by the Union on projects, one (1) apprentice to four (4) journeymen. On ornamental work which is normally performed by two (2) ironworkers, one (1) may be an apprentice.

Apprenticeship Package — Same for all Locals
May 1, 2012- April 30, 2015

	<u>WAGES</u>	<u>PENSION</u>	<u>FRINGES (per hour)</u>		
			<u>5/1/12</u>	<u>5/1/13</u>	<u>5/1/14</u>
1 st	\$16.00	None	\$8.00	\$8.50	\$9.00
2 nd	\$18.00	70%	\$8.00	\$8.50	\$9.00
3 rd	\$20.00	80%	\$8.00	\$8.50	\$9.00
4 th	\$22.00	90%	\$8.00	\$8.50	\$9.00

ARTICLE 31. DURATION AND TERMINATION

The Agreement with any amendments thereof made as provided for therein, shall remain in full force and effect from May 1, 2012 until Midnight of April 30, 2015 and unless written notice be given by the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12 or the Employer Association to the other at least four (4) months prior to such date of the desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement with any amendments thereof shall remain in effect from year to year thereafter subject to termination at the expiration of any such contract year upon notice in writing given by the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12 or the Employer Association to the other at least four (4) months prior to the expiration of such contract

year. Any such notice as hereinabove provided for in this Article whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time.

LETTER OF ASSENT

Effective 5/1/12 - Expires 4/30/15

THIS AGREEMENT is made by and between (Employer Name) WHITACRE ENGINEERING called "Employer" and Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos 33, 9, 440, 6, and 12.

1. The Employer agrees to adopt, abide by and be bound by the annexed Working Agreement between the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12, and the Upstate Iron Worker Employers Association, Inc., effective May 1, 2012 through April 30, 2015.
2. The Employer agrees to adopt, abide by and be bound by those provisions of the collectively bargained Working Agreement relating to fringe benefits subject to Section 302 of the Labor Management Relations Act heretofore entered into between Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12 and the Upstate Iron Workers Employers Association Inc., and any modifications, extensions or renewals thereof, with the same force and effect as though the aforesaid collectively bargained Working Agreement was set forth in full herein
3. The Employer agrees to become a party to and be bound by all the terms and provisions of:

All of the Welfare, Pension, Education, Training, and Cooperative Trust Funds set forth in Article 8 of the Working Agreement between the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12, and the Upstate Iron Worker Employers Association, Inc., effective May 1, 2012 through April 30, 2015 with the same force and effect as though the Agreements and Declarations of Trust referred to above were set forth herein at length and the Employer originally signed the said Agreements and Declarations of Trust; and the Employer agrees to make payments to the said Plans, covering all employees represented by the Unions or the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12, as required by the collectively bargained Working Agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Plans. The Employer hereby authorizes the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employer's behalf.

4. The Employer agrees to adopt, abide by and be bound by the appropriate annexed Addendum to the Working Agreement when performing work in the territory of the Iron Workers Local Union to which the Addendum corresponds, subject to the condition that where an Addendum and the Working Agreement conflict, the Working Agreement shall control.

Name of Employer WHITACRE ENGINEERING
Signature & Title of Authorized Officer [Signature] Date Signed 4/26/12
Address of Employer 4522 WETZEL RD LIVERPOOL NY
Phone Number of Employer 315 672 1075

EFFECTIVE DATE OF AGREEMENT: 5/1/12

LETTER OF ASSENT

Effective 5/1/12 - Expires 4/30/15

THIS AGREEMENT is made by and between (Employer Name) FA Construction, Inc., hereinafter called "Employer" and Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12.

1. The Employer agrees to adopt, abide by and be bound by the annexed Working Agreement between the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12, and the Upstate Iron Worker Employers Association, Inc., effective May 1, 2012 through April 30, 2015.
2. The Employer agrees to adopt, abide by and be bound by those provisions of the collectively bargained Working Agreement relating to fringe benefits subject to Section 302 of the Labor Management Relations Act heretofore entered into between Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12 and the Upstate Iron Workers Employers Association Inc., and any modifications, extensions or renewals thereof, with the same force and effect as though the aforesaid collectively bargained Working Agreement was set forth in full herein.

3. The Employer agrees to become a party to and be bound by all the terms and provisions of:

All of the Welfare, Pension, Education, Training, and Cooperative Trust Funds set forth in Article 8 of the Working Agreement between the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12, and the Upstate Iron Worker Employers Association, Inc., effective May 1, 2012 through April 30, 2015 with the same force and effect as though the Agreements and Declarations of Trust referred to above were set forth herein at length and the Employer originally signed the said Agreements and Declarations of Trust; and the Employer agrees to make payments to the said Plans, covering all employees represented by the Unions or the Iron Workers Upstate Locals of New York and Vicinity consisting of Local Unions Nos. 33, 9, 440, 6, and 12, as required by the collectively bargained Working Agreement and any modifications or amendments thereto, and the Agreements and Declarations of Trust of the aforesaid Plans. The Employer hereby authorizes the Employer Trustees named in the aforesaid Agreements and Declarations of Trust and their successors to act for and on the Employer's behalf.

4. The Employer agrees to adopt, abide by and be bound by the appropriate annexed Addendum to the Working Agreement when performing work in the territory of the Iron Workers Local Union to which the Addendum corresponds, subject to the condition that where an Addendum and the Working Agreement conflict, the Working Agreement shall control.

Name of Employer FA Construction, Inc.
Signature & Title of Authorized Officer William H. Lee Date Signed 5/1/12
Address of Employer 344 Lake Avenue, Rochester, NY 14609
Phone Number of Employer (585) 438-4920

EFFECTIVE DATE OF AGREEMENT: 5/1/12

IRON WORKERS LOCAL 12

JOURNEYMAN WAGE SCHEDULE

CLASSIFICATION	Hourly Wage		
	5/01/12	5/01/13 TBD	5/01/14 TBD
Structural Ironworkers	\$28.00	\$1.45	\$1.55
Ornamental Ironworkers	\$28.00		

FRINGE BENEFITS - EMPLOYER CONTRIBUTION

Ironworkers Local 12 Welfare	\$ 6.05 per hour
Ironworkers Local 12 Supplemental Pension	\$10.33 per hour
Ironworkers Local 12 Annuity	\$ 2.80 per hour

Ironworkers District Council or WNY & Vicinity	\$ 2.07 per hour
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IRON WORKERS LOCAL 12
APPRENTICE WAGE AND FRINGE BENEFIT SCHEDULE
Effective May 1, 2012
FRINGE BENEFITS - EMPLOYER CONTRIBUTIONS

YEAR	HOURLY WAGE	IW 12 WELFARE	IW 12 PENSION	IW 12 ANNUITY	DC PENSION
1ST	\$16.00	\$6.05	\$0.00	\$1.95	\$0.00
2ND	\$18.00	\$6.05	\$7.23	\$1.95	\$1.45
3RD	\$20.00	\$6.05	\$8.26	\$1.95	\$1.66
4TH	\$22.00	\$6.05	\$9.30	\$1.95	\$1.86